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Attorneys for Debtors, Mark and Lisa Ranucci  
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In re:

**MARK RANUCCI and  
LISA RANUCCI,**

Debtors.

UNITED STATES BANKRUPTCY  
FOR THE DISTRICT OF NEW JERSEY  
TRENTON VICINAGE

Chapter 13

Case No. 18-23067 (MBK)

**HEARING DATE: January 26, 2022**

**CERTIFICATION IN SUPPORT OF DEBTORS'**  
**OBJECTION TO NOTICE OF MORTGAGE PAYMENT CHANGE FILED BY U.S.**  
**BANK NATIONAL ASSOCIATION**

I, BRIAN G. HANNON, of full age, hereby certify as follows;

1. I am a partner with Norgaard O'Boyle & Hannon, attorneys for the Debtors, Mark and Lisa Ranucci ("Debtors") in the above-captioned matter and I am familiar with the facts contained herein. I make this certification in support of Debtors' Objection to Notice of Mortgage Payment Change filed by U.S. Bank National Association, as Trustee for Wamu Mortgage pass-through Certificates Series 2003-S13 ("US Bank") filed on January 3, 2022.

2. The Debtors filed a Chapter 13 Bankruptcy on June 18, 2018 (the "Petition Date"). *See* Docket No. 1.

3. The Notice of Mortgage Payment Change filed on January 3, 2022 (the "Notice") states that the current escrow payment under the loan is \$2,620.63 and that the new escrow will be reduced to \$2,395.65. The Notice further states that the overall mortgage payment would now be \$4,208.97. The Notice is however incorrect as the current escrow payment is not \$2,620.63.

4. US Bank last filed a notice of mortgage payment change on November 6, 2020 (the “November Notice”) under its filed Proof of Claim 15-1. The November Notice stated that the principal and interest payment was increasing from \$1,789.03 to \$1,813.32 and that the new overall mortgage payment was going to be \$2,952.50. This is what the Debtor has been paying since December of 2020.

5. The November Notice, in the attached exhibit, states that the estimated escrow was \$1,248.14 (the Debtors believe this to be a mistake and that the correct amount was \$1,139.18. This is the amount that you would need in order to get to the total mortgage payment as listed in the November Notice and is the escrow amount later listed in a motion for relief filed by US Bank). The November Notice is the last notice of mortgage payment change filed on the docket for the US Bank claim 15-1.

6. On May 18, 2021, US Bank filed a motion for relief from the automatic stay, Docket No. 130, which confirmed, among other things, that the monthly mortgage payment was \$2,952.50 comprised of \$1,813.32 for principal and interest and \$1,139.18 for escrow.

7. The new Notice filed on January 3, 2022 incorrectly states that the current escrow is \$2,620.63, despite the fact that there is no notice of mortgage payment change which has been filed or indicates that the escrow increased from the \$1,139.18 contained in the November Notice.

8. As such, the Notice is incorrect and inaccurate. Further, the Debtors find it extremely hard to believe that the escrow payment on their loan is now increasing by almost \$1,500 a month. If the escrow payment is accurate, the Debtors escrow would now be higher than their principal and interest payment which is absurd.

9. Upon reviewing the attachment to the Notice, it appears that US Bank shows a negative escrow balance beginning in April of 2021 in the amount of \$68,166.04 and that the negative balance will reduce to \$44,056.86 by February 2022. It is unclear how this will happen. Additionally, and just as concerning, is that it shows estimated hazard insurance payments of over \$15,000 for the year period of time the statement covers, which is simply impossible.

10. If Debtors' counsel were to guess, US Bank is attempting to recover some of its prepetition arrears, which were incurred in connection to prepetition escrow shortages, through an increased escrow payment which is not appropriate or permissible. Additionally, the arrears owed to US Bank are being cured through the plan pursuant to the Debtors' confirmed Chapter 13 Plan, so it is unclear why US Bank would attempt to recover same through the Notice.

11. The Debtors are hereby objecting to the Notice due to numerous inaccuracies and potentially purposeful attempt to recover prepetition arrears inappropriately through the Notice.

12. The Debtors request an accurate representation of the escrow due and owing under their loan for the above-mentioned reasons and that US Bank appropriately file an amended Notice of Mortgage Payment Change with accurate figures.

I certify that the forgoing statements are true. I am aware that if the foregoing statements are willfully false, I am subject to punishment.

NORGAARD O'BOYLE & HANNON  
*Attorney for the Debtors*

Dated: January 4, 2022

By: /s/Brian G. Hannon, Esq.  
Brian G. Hannon, Esq.